

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 12	
2. CONTRACT NO. <b>N00104-01-A-Q468</b>		3. AWARD.EFFECTIVE DATE <b>06/12/2001</b>		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL: ▶		a. NAME			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME
9. ISSUED BY DEPARTMENT OF THE NAVY NAVAL INVENTORY CONTROL POINT 5450 CARLISLE PIKE MECHANICSBURG, PA 17055-0788  POC: TERRI S. BAXTER/CODE 0272.15 PHONE: (717) 605-2003 EMAIL: TERRI_S_BAXTER@ICPMECH.NAVY.MIL				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED  <input type="checkbox"/> SET ASIDE: %FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING DO-C9E  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SPECIFIED ON EACH ORDER				16. ADMINISTERED BY BASIC AGREEMENT – SAME AS BLOCK 9  ORDERS – AS CITED ON EACH INDIVIDUAL ORDER			
17a. CONTRACTOR/OFFEROR SSB TECHNOLOGIES, INC. 645 HARRISON STREET, SUITE 204 SAN FRANCISCO, CA 94107  PHONE: (415) 975-8039				18a. PAYMENT WILL BE MADE BY SPECIFIED ON EACH ORDER			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
DOD-0501	InSight/InFocus 508 Bundle (License includes one year of maintenance and support)  REMIT TO: SAME AS BLOCK 17a.			1	EA	\$499.00	\$499.00
25. ACCOUNTING AND APPROPRIATION DATA  N/A – SPECIFIED ON EACH ORDER						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO <u>ISSUING OFFICE</u> . CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS <u>SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.</u>				29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR /s/				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) /s/			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) MARCO SORANI PRESIDENT		30c. DATED SIGNED <b>06/12/2001</b>		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) R. L. KLINGER CONTRACTING OFFICER		31c. DATE SIGNED <b>06/12/2001</b>	
32a. QUANTITY IN COLUMN 21 HAS BEEN  <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	
41c. DATE							

## TERMS AND CONDITIONS

Pursuant to FAR 13.303-2, SSB Technologies, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) with the Naval Inventory Control Point (NAVICP). The items on this BPA are set forth in Attachment A. License terms and conditions applicable to products acquired under this BPA are defined in Attachment B.

Attachment A	Product Description
Attachment B	SSB License Agreement
Attachment C	Technical Support Description

- 1. Delivery Orders.** The scope of this effort is worldwide. Delivery requirements will be stipulated on Delivery Orders. An order, either a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155, is prepared by the Government Ordering Officer in accordance with the terms and conditions of this BPA and the Federal Acquisition Regulations. Orders may be placed by Electronic Data Interchange (EDI), credit card, facsimile, or paper.
- 2. Extent of Obligation.** The Government is obligated only to the extent of authorized purchases actually made under this BPA.
- 3. Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.
- 4. Purchase Limitation.** Individual purchases under this BPA shall not exceed the simplified acquisition threshold. The existence of this BPA does not justify purchasing from only one source or avoiding small business set-asides. The requirements of FAR 13 and subpart 19.5 also apply to each order.
- 5. BPA Term.** The BPA expires one year after award.
- 6. Authorized Users.** The BPA is open for ordering by all of the Department of Defense (DOD). For purposes of this agreement, DOD is defined as: all DOD Components and their employees, including Reserve Component (Guard and Reserve) and the U.S. Coast Guard; other Government employees assigned to and working with DOD; non-appropriated funds instrumentalities such as NAFI employees; Intelligence Community (IC) covered organizations to include all DOD Intel System member organizations and employees, but not the CIA nor other IC employees unless they are assigned to and working with DOD organizations; DOD Contractors authorized in accordance with the FAR; and authorized Foreign Military Sales (FMS).
- 7. Pricing Terms.** Prices shall remain constant for the one-year term of the BPA. A 2.0% Acquisition, Contracting, and Technical Fee is included in the prices. The contractor is responsible for the payment of all fees that are included in the product pricing as calculated on the customer orders. The prices under this BPA shall be at least as low as the prices that appear under any GSA FSS or BPA vehicle under like terms and conditions. If at any time the prices under any other GSA FSS or BPA vehicle become lower than the prices in this BPA, this BPA will be modified to include the lower prices.
- 8. License.** Software licenses purchased under this BPA are perpetual, named user licenses subject to the licensing provisions found in Attachment B. The named user may use this software on a home computer or laptop as well as the primary computer for which it was licensed. The delivery order issued hereunder serves as proof of purchase. An email notification is also provided to the end user that documents the license number. Hard copy license certificates are not provided.

9. **Maintenance and Support.** One year of maintenance and support is included with the purchase of this software. See Attachment C for a full explanation of coverage.

10. **Media.** This software is available for electronic downloading. SSB will provide an email notification with specific instructions and a license key to activate the software within three business days after receipt of a proper purchase order or credit card order.

11. **Delivery.**

11.1 **Lead-time.** The Contractor shall make available the current version of InSight/InFocus 508 bundle software via electronic download within 3 days of receipt of order.

11.2. **Delivery Tickets.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information:

- a. Name of Contractor
- b. Purchase Order Number
- c. BPA Number
- d. Product Description/Model numbers
- e. Delivery order number
- f. Date of purchase
- g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
- h. Date of shipment

12. **Invoicing.** Invoices will be submitted to the address specified on the delivery orders issued against the BPA.

13. **Fast Payment Procedure.** The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (FEB 1998) are incorporated in this BPA and pertain to Credit Card purchases or other purchase order deliveries. The clause is provided in full text below:

(a) General. The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).

(b) Responsibility for supplies.

(1) Title to the supplies passes to the Government upon delivery to --

- (i) A post office or common carrier for shipment to the specific destination; or
- (ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.

(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall --

- (i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and
- (ii) Replace, repair, or correct those supplies promptly at the Contractor's expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government.

(c) Preparation of invoice.

(1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall --

- (i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and
- (ii) Display prominently on the invoice "Fast Pay."

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance. If transportation charges are stated separately on the invoice, the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of 3 years and shall furnish the bills to the Government upon request.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall prepare the receiving report on the prescribed form or, alternatively, shall include the following information on the invoice, in addition to that required in paragraph (c)(1) of this clause:

- (i) A statement in prominent letters "No Receiving Report Prepared."
- (ii) Shipment number.
- (iii) Mode of shipment.
- (iv) At line item level --
  - (A) National stock number and/or manufacturer's part number;
  - (B) Unit of measure;
  - (C) Ship-To Point;
  - (D) Mark-For Point, if in the contract; and
  - (E) FEDSTRIP/MILSTRIP document number, if in the contract.

(4) If this contract, order, or blanket purchase agreement does not require preparation of a receiving report on a prescribed form, the Contractor shall include on the invoice the following information at the line item level, in addition to that required in paragraph (c)(1) of this clause:

- (i) Ship-To Point.
- (ii) Mark-For Point.
- (iii) FEDSTRIP/MILSTRIP document number, if in the contract.

(5) Where a receiving report is not required, the Contractor shall include a copy of the invoice in each shipment.

(d) Certification of invoice. The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(e) Fast pay container identification. The Contractor shall mark all outer shipping containers "Fast Pay."

**14. Acquisition, Contracting, and Technical (ACT) Fee.** The cost of awarding and administering this BPA is included in the prices charged to ordering activities. The Acquisition, Contracting, and Technical (ACT) fee is 2%. Remittance of the ACT fee shall be made on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Program Management Office (PMO) and is due thirty (30) days following the completion of the reporting period.

The Navy, Army and Air Force are participating in a fee-sharing program. The contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service appearing in Column 3 of the monthly Report of Sales. This field shall be notated DON, DOA, DOAF or DOD as appropriate.

**ALL SALES:**

The amount of ACT Fee due the FMO shall be calculated at 1% for Army sales, 1% for Air Force sales and 2% for all other sales.

Remit ACT Fee to the Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States".

Checks must include the following information to ensure proper crediting of the payment:

BPA N00104-01-A-Q468

DOD SSB Enterprise Software Agreement

ACT Fee

If using overnight or express mail, send check to:

SPAWAR Systems Center Charleston

Attn: Jakki Rightmeyer

Norfolk Office

Code 6411.2

9456 Fourth Avenue

Norfolk, VA 23511-2130

If using regular mail, send check to:

SPAWAR Systems Center Charleston

Attn: Jakki Rightmeyer

Norfolk Office

Code 6411.2

P.O. Box 1376

Norfolk, VA 23501-1376

**ARMY SALES:**

The amount of ACT Fee due DFAS Pensacola shall be calculated at 1% of all Army sales.

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA N00104-01-A-Q468

SCP Fee Reimbursement

\*\*\*Checks must be accompanied by a transmittal letter (sample enclosed) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

Defense Finance & Accounting Service

Code FD

Attn: DFAS-PE (FD-SCP)

130 West Avenue, Suite A

Pensacola, FL 32508

Mail a copy of the check and letter to:

CECOM-Systems Management Center

U.S. Army Small Computer Program

AMSEL-DSA-SCP (Attn: Cheryl Gregory)

Fort Monmouth, NJ 07703-5605

**AIR FORCE SALES:**

The amount of ACT Fee due DFAS Pensacola shall be calculated at 1% of all Air Force sales.

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA N00104-01-A-Q468

ESI-SW Fee Sharing

\*\*\* Checks must be accompanied by a transmittal letter (sample enclosed) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:  
DFAS OPLOC/PE  
Building 603-2, Code FDA-SSG  
130 West Avenue, Suite A  
Pensacola, FL 32508-5120

Mail a copy of the check and letter to:  
HQ SSG/ITS  
Attn: Bob Hamrick, Bldg 884, Rm 1437  
501 East Moore Drive  
MAFB-Gunter Annex, AL 36114-3004

## 15. Reports

**15.1 Report of Sales.** A Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be made on a monthly basis or as otherwise requested by the PMO. In addition to the regular monthly submissions, a Report of Sales shall also accompany the ACT Fee payment. Negative reports are required. The Report of Sales shall be submitted to the FMO, PMO and PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period. The Report of Sales shall contain, but is not limited to, the following data: a list of orders by Ordering Activity; BLIN's ordered; BLIN prices; value of orders; status of orders; and cumulative sales data for the month, quarter, year, and BPA to date.

**15.2 Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

## 16. Compliances

**16.1 YEAR 2000 Compliance.** All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

**16.2 JTA Compliance.** All products offered shall comply with the appropriate Publicly Available Standards (PAS) (i.e., TIA, EIA, ANSI, IEEE, ISO) and the applicable DOD information technology standards contained in the Joint Technical Architecture (JTA). At a minimum, all deliverables must be Level 5 Defense Information Infrastructure Common Operating Environment (DII COE) compliant as defined in the Integration and Runtime Specification (I&RTS), Appendix B: Compliance Checklists. More information on DOD standards can be found at <http://www.itsi.disa.mil>.

**16.3 ITSG Compliance.** All products, services, and solutions initially offered by the Contractor shall be compliant with the Department of the Navy (DON) Information Technology Standards Guidance (ITSG) Version 1.0. The ITSG is mandatory for all DON organizations involved in IT planning, acquisition, contracting, and operations. The ITSG applies to all services, products, and systems that produce, use, or exchange information electronically.

Within three months of version approval of any future revisions of the ITSG, the Contractor shall bring all products and services offered under this BPA to DOD customers into compliance, at no additional cost to the Government. All delivered products and solutions that do not conform to approved versions of the ITSG in effect at the time of delivery shall be brought into compliance at no additional cost to the Government.

**16.4 Section 508 of the Rehabilitation Act Compliance.** All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607.

**17. ITEC Direct.** ITEC Direct is the Navy's World Wide Web accessible shopping and order processing tool and can be viewed at <http://www.itec-direct.navy.mil>. The following requirements apply to this BPA:

- a. Any acquisition vehicle resulting from this solicitation may be placed in the Department of the Navy's (DON) ITEC Direct system as part of the DON Information Technology Electronic Commerce (ITEC) Direct Project. The contractor shall insure that the data and information obtained through ITEC Direct is current, accurate, complete, and relevant to the acquisition vehicle.
- b. The Contractor shall maintain a database of prices with the required and relevant information and links to technical specifications to be accessible by ITEC Direct in a distributed database environment.
- c. The Contractor shall maintain coordinated and integrated hypertext links to ITEC Direct from their World Wide Web site(s) to the ITEC Direct site and shall insure the integrity of any data and information posted on their web sites or in the ITEC Direct web site for their acquisition vehicle. This effort may require the Contractor to adapt their practices so that electronic commerce can be conducted through ITEC Direct to the vendor.
- d. The Contractor shall provide EC/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle.
- e. The Contractor shall adapt its business processes at no additional cost to the government as the DOD E-Mall and ITEC Direct technical requirements, environment and architecture evolve.

This BPA may also be loaded into the electronic catalog systems of other DoD agencies.

**18. Users' Ordering Guide.** The Contractor shall develop a Users' Ordering Guide in coordination with the Government. The Ordering Guide is required within 30 days of BPA issuance and made available on the Contractor's home page. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- a. Complete list of products available, with appropriate BLINs and associated prices
- b. Government and Contractor Points of Contact
- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information necessary to complete a DD350

19. **Marketing.** The Contractor must dedicate reasonable resources to this effort and work to market and advertise this agreement. Possible actions include: advertising resultant vehicles on the contractor's Internet site and advertising the agreement at relevant trade shows and news media geared to Government/DOD IT people.

20. **Technology Improvement.** The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services.

21. **Substitution and Technology Refreshment.** If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be discounted at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

22. **Suspension.** There may be occasions where the Government may suspend ordering (by BLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

23. **Precedence.** The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the Contractor's invoice, the provisions of the BPA will take precedence.

**24. 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items.(May 2001)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O.11755);
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: (Contracting Officer shall check as appropriate.)

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C.253g and 10 U.S.C.2402).
- (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
  - (ii) Alternate I to 52.219-5.
  - (iii) Alternate II to 52.219-5.
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- X (7) 52.219-14, Limitations on Subcontracting (15 U.S.C.637(a)(14)).
- (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).  
(ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (12) 52.222-26, Equal Opportunity (E.O.11246).
- X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).
- X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793).
- X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).
- X (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126)
- (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA - Designated Products (42 U.S.C. 6962(C)(3)(A)(ii)).  
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C.10a-10d).
- (19) (i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C.10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).  
(ii) Alternate I to 52.225-3.  
(iii) Alternate II to 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C.2501, et seq., 19 U.S.C. 3301).
- X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121 and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O.12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).
- X (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- X (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C.552a).
- X (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C.1241).  
(ii) Alternate I to 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: (Contracting Officer check as appropriate.)

- (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C.206 and 41 U.S.C.351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C.351, et seq.).

- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C.206 and 41 U.S.C.351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C.351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

- (1) 52.222-26, Equal Opportunity (E.O.11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of Clause)

252.212-7001 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items. (Dec 2000)

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- X 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- X 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

- 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- X 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- X 252.225-7012 Preference for Certain Domestic Commodities.
- 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (\_\_\_\_ Alternate I) (Section 8064 of Pub. L. 106-259)
- 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (\_\_\_\_ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- X 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- X 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- X 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).
- X 252.247-7023 Transportation of Supplies by Sea (\_\_\_\_ Alternate I) (\_\_\_\_ Alternate II) (10 U.S.C. 2631).
- X 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).
- 252.225-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

**25. BPA Points of Contact.**

**Contracting Office:**

**Point of Contact:**

Naval Inventory Control Point  
Code 0272.15, Building 407  
5450 Carlisle Pike  
Mechanicsburg, PA 17055-0788

POC: Terri Baxter  
Phone: (717) 605-2003  
Fax: (717) 605-4600  
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**Procuring Contracting Officer (PCO):**

Naval Inventory Control Point  
Code 0272  
5450 Carlisle Pike  
Mechanicsburg, PA 17055-0788

PCO: Rod Klinger  
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Fax: (717) 605-4600  
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**Program Management Office (PMO):**

**Program Manager (PM):**

DON IT Umbrella Program Management Office  
SPAWAR Systems Center San Diego  
Code D829  
53560 Hull Street  
San Diego, CA 92152-5001

PM: Linda Greenwade  
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Fax: (619) 524-9678  
Email: [lindag@spawar.navy.mil](mailto:lindag@spawar.navy.mil)

**or Alternate Point of Contact:**

DON IT Umbrella Program Management Office  
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53560 Hull Street  
San Diego, CA 92152-5001

POC: Barbara Johnson  
Phone: (619) 524-9607  
Fax: (619) 524-9678  
Email: [barbaraj@spawar.navy.mil](mailto:barbaraj@spawar.navy.mil)

**Financial Management Office (FMO):**

SPAWAR Systems Center Charleston  
Norfolk Office  
Code 645.2, Bldg V-53  
P.O. Box 1376  
Norfolk, VA 23501-1376

If overnight or express mail is used, the correct address is:

SPAWAR Systems Center Charleston  
Norfolk Office  
Code 645.2, Bldg V-53  
9456 Fourth Avenue  
Norfolk, VA 23511-2130

FMO: Jakki Rightmeyer  
Phone: (757) 445-1493  
Fax: (757) 445-2103  
Email: [rightmej@spawar.navy.mil](mailto:rightmej@spawar.navy.mil)

Customer Point of Contact:

(To be specified on each order.)